

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

**LANDCOAST INSULATION, INC.,
a Louisiana Corporation**

PLAINTIFF

VERSUS

CIVIL ACTION NO. 1:08cv1429KS-RHW

**PATENT CONSTRUCTION SYSTEMS,
a Division of HARSCO Corporation,
a Delaware Corporation**

DEFENDANT

DECLARATORY JUDGMENT

This matter is before the court on separate Motions for Summary Judgment for declaratory relief filed on behalf of the plaintiff **[#20]** and on behalf of the defendant **[#22]**. The court, being fully advised in the premises and having entered a separate Memorandum Opinion and Order;

It is Ordered, Adjudged and Declared;

That the plaintiff, Landcoast Insulation, Inc., is entitled to a declaratory judgment in part on its Motion for Summary Judgment **[#20]** as follows;

That the indemnification clause contained in Paragraph 7 of the Proposal for Equipment Rental Services executed September 18/19, 2008, is void and unenforceable pursuant to Miss. Code Ann. § 31-5-41;

That LandCoast Insulation, Inc. has no duty or obligation to indemnify, defend or hold Patent Construction Systems harmless from any liability, loss or expense that it has incurred or may incur by virtue of Patent's own negligence, if any

That the defendant, Patent Construction Systems, is entitled to a declaratory judgment in part on its Motion for Summary Judgment **[#22]** as follows;

That the balance of the Proposal for Equipment Rental Services agreement executed September 18/19, 2008, exclusive of Paragraph 7, is valid and enforceable, subject to all defenses including contributory negligence.

SO ORDERED AND ADJUDGED this the 6th day of August, 2009.

s/Keith Starrett

UNITED STATES DISTRICT JUDGE